

James H. Power  
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ATTORNEYS FOR DEFENDANT  
HARVESTER SHIPMANAGEMENT LTD.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MARITRANS, S.A.,

Plaintiff,

-against-

HARVESTER SHIPMANAGEMENT LTD.,

Defendant.

08 Civ. 3831 (AKH)

**VERIFIED ANSWER**

NOW COMES Defendant, HARVESTER SHIPMANAGEMENT LTD. ("Harvester" or "Defendant"), by and through its attorneys, Holland & Knight LLP, answering the allegations set forth in the Verified Complaint of Plaintiff MARITRANS, S.A. ("Maritrans" or "Plaintiff") as follows:

**GENERAL DENIAL**

Insofar as the Verified Complaint alleges a contractual relationship between Plaintiff Maritrans and Defendant all such allegations are denied. Harvester did however enter into a Charter Party in or about August 2007 with the entity MANITRANS, S.A. ("Manitrans") which is, upon information and belief a wholly separate and distinct entity from Plaintiff Maritrans.

**SPECIFIC RESPONSES**

1. Admits the allegations set forth in paragraph "1" of the Verified Complaint.
2. Denies having knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph "2" of the Verified Complaint.
3. Admits the allegations set forth in paragraph "3" of the Verified Complaint.
4. Admits that Defendant entered into a Charter Party for the charter of the vessel AKTI II with Manitrans, but denies the remainder of the allegations set forth in paragraph "4" of the Verified Complaint.
5. Admits that Defendant entered into a Charter Party for the charter of the vessel AKTI II with Manitrans, but denies the remainder of the allegations set forth in paragraph "5" of the Verified Complaint.
6. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "6" of the Verified Complaint.
7. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "7" of the Verified Complaint.
8. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "8" of the Verified Complaint.
9. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "9" of the Verified Complaint.
10. Denies the allegations set forth in paragraph "10" of the Verified Complaint.
11. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "11" of the Verified Complaint.

12. Denies knowledge or information sufficient to admit or deny the allegations set forth in paragraph "12" of the Verified Complaint.

13. Denies the allegations set forth in paragraph "13" of the Verified Complaint.

14. Denies the allegations set forth in paragraph "14" of the Verified Complaint.

15. Denies the allegations set forth in paragraph "15" of the Verified Complaint.

16. Denies the allegations set forth in paragraph "16" of the Verified Complaint.

17. Denies the allegations set forth in paragraph "17" of the Verified Complaint.

18. Denies the allegations set forth in paragraph "18" of the Verified Complaint.

19. Denies the allegations set forth in paragraph "19" of the Verified Complaint.

20. Denies the allegations set forth in paragraph "20" of the Verified Complaint.

21. Admits that English law governs disputes arising out of the Charter Party dated August 24, 2007 between Manitrans and Harvester, but denies the remaining allegations set forth in paragraph "21" of the Verified Complaint.

22. Denies as legal conclusions the allegations set forth in paragraph "22" of the Verified Complaint.

23. Admits that attorneys' fees and costs are recoverable in London arbitration by the prevailing party and that such fees and costs, depending on the nature of the dispute, may amount to \$750,000, but denies the remaining allegations set forth in paragraph "23" of the Verified Complaint.

24. Admits that the charter party between Manitrans and Defendant speaks for itself with regard to arbitration, but denies the remainder of the allegations set forth in paragraph "24" of the Verified Complaint.

25. Admits that garnishee banks in this District have attached monies in connection with this action, but denies the remainder of the allegations set forth in paragraph "25" of the Verified Complaint.

26. Admits that garnishee banks in this District have attached monies in connection with this action, but denies the remainder of the allegations set forth in paragraph "26" of the Verified Complaint.

27. Denies the allegations set forth in paragraph "27" of the Verified Complaint.

**FURTHER ANSWERING THE COMPLAINT, AND AS  
FOR SEPARATE, PARTIAL AND/OR COMPLETE DEFENSES  
THERE TO, DEFENDANT HARVESTER STATES:**

28. The Verified Complaint fails to state a cause of action upon which relief may be granted.

29. Harvester is not liable to Maritrans or Manitrans on the causes of action alleged in the Verified Complaint.

30. This Courts lacks *in personam* jurisdiction over Defendant.

31. This Court lacks *quasi in rem* jurisdiction over Defendant.

32. Maritrans and/or Manitrans has improperly and/or insufficiently served process on Harvester.

33. Maritrans and/or Manitrans's claims are not ripe for adjudication and should be dismissed.

34. Both Plaintiff's and Manitrans's claims are barred by the equitable doctrine of unclean hands.

35. Any damages sustained by Plaintiff or Manitrans, as alleged in the Verified Complaint, were proximately caused by the negligent acts of third persons whom Defendant has no direction or control.

36. Plaintiff and/or Manitrans is guilty of culpable conduct in the events giving rise to the claims now asserted in the Verified Complaint, and its recovery, if any, must be diminished in proportion thereto.

37. Plaintiff and/or Manitrans's claims are overstated in the level of security sought from and provided by Defendant and should be reduced to a reasonable sum.

38. Plaintiff and Manitrans has failed to mitigate its damages.

39. This Verified Answer is made without waiver of any of the jurisdictional defenses or rights to arbitrate that may exist between the parties.

**PRAYER FOR RELIEF**

WHEREFORE, the Defendant Harvester Shipmanagement LTD., respectfully requests that this Court dismiss the Plaintiff's Verified Complaint against the Defendant with prejudice and grant Harvester Shipmanagement LTD. such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
June 2, 2008

HOLLAND & KNIGHT LLP

By: 

James H. Power

Lissa D. Schaupp

HOLLAND & KNIGHT LLP

195 Broadway

New York, New York 10007

(212) 513-3200

*Attorneys for Defendant Harvester  
Shipmanagement LTD.*

TO: Freehill Hogan & Mahar, LLP.  
James L. Ross  
80 Pine Street  
New York, New York 10005  
*Attorneys for Plaintiff*

VERIFICATION

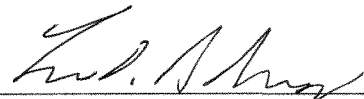
STATE OF NEW YORK )

:ss.:

COUNTY OF NEW YORK )

LISSA D. SCHAUPP, being duly sworn, deposes and says:

I am associated with the firm of Holland & Knight LLP, counsel for Harvester Shipmanagement Ltd. ("Harvester"), defendant in the foregoing action. I have read the foregoing Verified Answer and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Harvester and corresponded with Harvester's representatives regarding this matter. I am authorized by Harvester to make this verification, and the reason for my making it as opposed to an officer or director of Harvester is that there are none within the jurisdiction of this Honorable Court.



\_\_\_\_\_  
Lissa D. Schaupp

Sworn to before me this  
2<sup>nd</sup> day of June, 2008



\_\_\_\_\_  
Notary Public

**Elvin Ramos**  
Notary Public, State of New York  
NO. 01RA4870243  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires September 2, 2010

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